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6 *Hyatt Regency Guam and Mihir Rout*

FILED  
DISTRICT COURT OF GUAM  
SEP 20 2002

MARY L. M. MORAN  
CLERK OF COURT

(1)

8 IN THE DISTRICT COURT OF GUAM  
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10 GOLAM R. SARKER, ) CIVIL CASE NO. 02-00023  
11 Plaintiff, )  
12 vs. ) FIRST AMENDED ANSWER  
13 HYATT REGENCY GUAM, MIHIR ROUT, and )  
14 DOE OFFICERS 1 through 10, )  
15 Defendants. )

16 COME NOW, Defendants HYATT REGENCY GUAM and MIHIR ROUT  
17 ("Defendants"), by and through their undersigned counsel, and answer the Complaint as follows:

18 1. Defendants admit that the Court has jurisdiction pursuant to 28 U.S.C. § 1331  
19 and Title VII of the Civil Rights Act of 1964, as amended by 42 U.S.C. §§ 2000e et seq. Defendants  
20 deny all other allegations contained in paragraph 1 of the Complaint.

21 2. As to paragraph 2 of the Complaint, Defendants admit the first sentence of  
22 paragraph 2 and deny all remaining allegations.

23 3. As to paragraph 3 of the Complaint, Defendants admit that Golam Sarker is now,  
24 and at all times relevant to the actions complained of here has been, over the age of majority.  
25 Defendants having insufficient information or belief regarding the remaining allegations in paragraph  
26 3 of the Complaint deny said allegations.

27 4. As to paragraph 4, Defendants admit that Defendant Hyatt Regency Guam is  
28 incorporated under the laws of Guam with its principle place of business in Guam and licensed to do

1 business in Guam. To the extent that paragraph 4 alleges that Hyatt Regency Guam is the name of a  
2 corporation, Defendants deny said allegation.

3           5. As to paragraph 5 of the Complaint, the statement that Defendant Hyatt Regency  
4 Guam is an employer within the meaning of that word as used in the Title VII of the Civil Rights Act  
5 of 1964 is a legal conclusion rather than an allegation and on this basis Defendants deny the statement  
6 contained in paragraph 5.

7               6. As to paragraph 6 of the Complaint, Defendants admit that Mihir Rout was, at  
8 the time of the acts complained of by Plaintiff, the Assistant Director of Engineering for Defendant  
9 Hyatt Regency Guam. Defendants deny all remaining allegations contained in paragraph 6.

10                   7. Defendants deny the allegations contained in paragraphs 7, 19, 20 and 22 through  
11 28 of the Complaint.

12                   8. Defendants admit the allegations contained in paragraphs 8, 10, 12, 14, 15, 16,  
13 17, 21 of the Complaint.

14                   9. Defendants having insufficient information or belief regarding the allegations  
15 contained in paragraphs 9, 11 of the Complaint deny said allegations.

16           10. As to paragraph 13 of the Complaint, Defendants reallege and incorporate by  
17 this reference their responses to paragraphs 1 through 12.

18           11. As to paragraph 18 of the Complaint, Defendants admit that on or about early  
19 December 2001 Plaintiff was given a new work schedule that required Plaintiff to work on Friday.  
20 Defendants deny all other allegations contained in paragraph 18.

21                   12. As to all other paragraphs and allegations not herein specifically admitted,  
22 Defendants herein generally and specifically deny said allegations.

## **AFFIRMATIVE DEFENSES**

Plaintiff's claim against Defendants is barred by the following affirmative defenses:  
statute of limitations, failure to exhaust administrative remedies, failure to mitigate, good faith,  
estoppel, fraud, laches, res judicata, waiver, bona fide seniority or merit system, failure to satisfy  
conditions precedent/subsequent, bad faith, insufficiency of service of process, collateral estoppel,  
good cause for termination, failure to join an indispensable party, and unclean hands.

1                   **WHEREFORE**, Defendants prays that:

- 2       1. Plaintiff take nothing by its Complaint;
- 3       2. Defendants recover their costs of suit and reasonable expenses incurred herein,  
4 including without limitation attorneys' fees; and
- 5       3. Defendants recover such other and further relief as this Court deems just and proper.

6                   Dated this 20<sup>th</sup> day of September 2002.

7                   CALVO AND CLARK, LLP  
8                   Attorneys At Law

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10                  By: 

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**MICHAEL A. PANGELINAN**  
12                  Attorneys for Defendants Hyatt Regency  
13                  Guam and Mihir Rout

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